

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR  
CITY WELL 7A REHABILITATION WITH  
GENERAL PUMP COMPANY, INC.**

THIS FIRST AMENDMENT TO AGREEMENT is made and effective as of October 24, 2022, between the City of Upland, a municipal corporation ("City") and General Pump Company, Inc., a California corporation ("Contractor"). City and Contractor are sometimes referred to herein individually as a "Party" and collectively as "Parties".

**RECITALS**

A. WHEREAS, the Parties entered into a professional services agreement, dated June 27, 2022, for City Well 7A Rehabilitation (the "Original Agreement"); and

B. WHEREAS, the Parties now desire to enter into an amendment to the Original Agreement in order to include additional funds for the continued performance of the services.

NOW THEREFORE, in consideration of the mutual promises and undertakings of the Parties hereinafter set forth, the Parties to this First Amendment mutually agree as follows:

**AMENDMENT**

1. Incorporation of Recitals. The recitals listed above are true and correct and are hereby incorporated herein by this reference.

2. Amendment to Section 2. - 2.1 Contractor. Section 2.1 – Contractor of the Original Agreement shall be amended to read as follows:

"Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing well rehabilitation services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that it is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement."

3. Amendment to Section 3. - 3.1.1 General Scope of Services. Section 3.1.1 - General Scope of Services of the Original Agreement shall be amended to read as follows:

"3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional well rehabilitation maintenance services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

a. In consideration for the additional work as described in this First Amendment, Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the additional professional well rehabilitation maintenance services necessary for the Project ("Amendment 1 Services"). The Amendment 1 Services are more particularly described in Exhibit "A-1" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Amended Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations."

4. Amendment to Section 3. - 3.3.1 Compensation. Section 3.3.1 - Payment of the Original Agreement shall be amended to read as follows:

"3.3.1 Compensation.

a. In consideration for the additional costs as described in this First Amendment, City shall pay Consultant an additional One Hundred Two Thousand Forty Dollars (\$102,040.00), bringing the total not-to-exceed amount of compensation under the Agreement to Two Hundred Ninety-Two Thousand Forty Dollars (\$292,040.00). Except as expressly amended by the terms of this Amendment, all terms and provisions of the Agreement shall remain in full force and effect.

b. Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Contractor at the time City's written authorization is given to Contractor for the performance of said services. Contractor will submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Contractor's fees it shall give written notice to Contractor within 30 days of receipt of an invoice of any disputed fees set forth on the invoice."

5. Full Force. Except as amended by this First Amendment, all provisions of the Original Agreement, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the Parties under this First Amendment.

6. Electronic Transmission. A manually signed copy of this First Amendment which is transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this First Amendment for all purposes.

7. Counterparts. This First Amendment may be signed in counterparts, each of which shall constitute an original.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR  
FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH  
GENERAL PUMP COMPANY, INC.**

**IN WITNESS WHEREOF**, the Parties hereto have caused this First Amendment to be executed the day and year first above written.

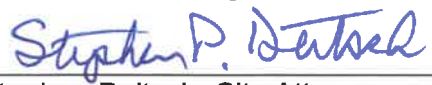
CITY OF UPLAND  
a California municipal corporation

  
\_\_\_\_\_  
Michael Blay, City Manager

Attest:

  
\_\_\_\_\_  
Keri Johnson, City Clerk

Approved As to Legal Form:

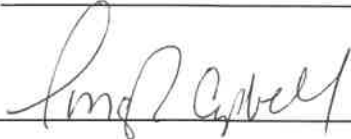
  
\_\_\_\_\_  
Stephen Deutsch, City Attorney

CONTRACTOR  
General Pump Company  
159 N Acacia St.  
San Dimas, CA 91773

By:   
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Name: Peter Brooks

Title: Managing Partner

By:   
\_\_\_\_\_

Name: Ginger Campbell

Title: Secretary